

STATE MS.-DE SOTO CO.  
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US-TVA TRACTS FRM-255 AND 256

BK 392 PG 0284  
ENTERGY-TVA AGREEMENT

This Agreement is made and entered into effective as of the 19th day of April, 1999, by and among ENTERGY MISSISSIPPI, INC. ("Entergy"), formerly known as Mississippi Power & Light Company, a corporation created, organized, and existing under and by virtue of the laws of the State of Mississippi; the UNITED STATES OF AMERICA, acting by and through its legal agent, the Tennessee Valley Authority, a corporation duly created, organized, and existing pursuant to the Tennessee Valley Authority Act of 1933, as amended; and the TENNESSEE VALLEY AUTHORITY ("TVA").

WHEREAS, Entergy owns an easement and right-of-way and has located thereon electrical power lines and associated hardware and equipment on the below described land; and

WHEREAS, the United States of America, acting by and through TVA, has acquired from the underlying fee owners additional easement rights within Entergy's existing easement and right-of-way, said additional easement rights being designated in TVA's records as six (6) feet of US-TVA Tract FRM-107 (beginning at TVA's Structure No. 97), US-TVA Tract FRM-108, US-TVA Tracts FRM-200 through FRM-227, 49.99 feet of US-TVA Tract FRM-109 (ending at TVA's Structure No. 140), 50.02 feet of US-TVA Tract FRM-115 (beginning at TVA's Structure No. 155), US-TVA Tracts FRM-228 through FRM-253 (ending at TVA's Structure No. 202), including US-TVA Tracts FRM-201A-CR, 202A-CR, 203A-CR, and 231A-CR, but excluding US-TVA Tracts FRM-208, 218, 226, 230, 243, 247, and 249, all as shown on US-TVA drawing LW-8034, sheets 6 through 10;

WHEREAS, TVA desires to install an electric power circuit along the same route as Entergy's power circuits, for which Entergy and TVA have entered into an agreement dated March 1, 1998 for TVA Freeport-Miller 161-kV Transmission Line Project ("Freeport-Miller Agreement").

THEREFORE, FOR AND IN CONSIDERATION of the sum of \$10.00, cash paid and other good and valuable consideration, Entergy does hereby convey unto the United States of America, acting by and through TVA, a consent and license to enter at any time and from time to time upon Entergy's easement and right-of-way, and to erect, maintain, repair, rebuild, operate, and patrol an electric power transmission line ("electric power circuit"), including poles and other transmission line structures, wire, cables and any necessary appurtenances, together with the right to clear said right-of-way and keep the same clear of brush, trees, buildings, and fire hazards, and the right to remove any danger trees located beyond the limits of said right-of-way, in, on, over, and across the easement and right-of-way owned by Entergy in DeSoto County, Mississippi, by virtue of that certain warranty deed from Northcentral Mississippi Electric Power Association to Mississippi Power & Light Company dated December 30, 1960, and recorded in Book 49 at Pages 11-36 of the land records of DeSoto County, Mississippi. Said conveyance is subject to the reservations and restrictions herein stated. Said easement

and right-of-way is more particularly described in the instruments of record in the office of the Chancery Court Clerk of DeSoto County, Mississippi, as follows:

<u>US-TVA TRACT</u>	<u>RECORDED DATE</u>	<u>DEED BOOK</u>	<u>PAGE</u>
FRM-107	10-19-98	341	564
FRM-108	11-25-97	325	415
FRM-200	09-16-98	339	710
FRM-201	06-16-98	334	778
FRM-201A-CR	06-25-98	335	373
FRM-202	06-11-98	334	581
FRM-202A-CR	06-16-98	334	781
FRM-203	06-25-98	335	367
FRM-203A-CR	07-02-98	335	717
FRM-204	07-02-98	335	719
FRM-205	06-16-98	334	775
FRM-206	06-16-98	334	772
FRM-207	06-25-98	335	375
FRM-209	06-25-98	335	370
FRM-210	06-11-98	334	578
FRM-211	06-11-98	334	575
FRM-212	06-11-98	334	571
FRM-213	10-19-98	341	569
FRM-214	07-09-98	336	157
FRM-215	06-11-98	334	596
FRM-216	06-11-98	334	600
FRM-217	04-30-98	332	458
FRM-219	08-11-98	338	16
FRM-220	07-15-98	336	478
FRM-221	01-28-99	346	682
FRM-222	04-30-98	332	461
FRM-223	04-30-98	332	465
FRM-224	05-13-98	333	313
FRM-225	11-04-98	342	325
FRM-227	04-23-98	332	29
FRM-109	12-11-97	326	295
FRM-115	07-10-97	318	565
FRM-228	05-07-98	333	97
FRM-229	04-30-98	332	468
FRM-231	05-07-98	333	94
FRM-231A-CR	06-03-98	334	228
FRM-232	11-04-98	342	329
FRM-233	11-04-98	342	333
FRM-234	11-04-98	342	337
FRM-235	04-19-99	350	764
FRM-236	04-16-99	350	684
FRM-237	05-12-98	333	275

<u>US-TVA TRACT</u>	<u>RECORDED DATE</u>	<u>DEED BOOK</u>	<u>PAGE</u>
FRM-238	06-03-98	334	222
FRM-239	05-21-98	333	589
FRM-240	06-04-98	334	331
FRM-241	06-04-98	334	334
FRM-242	06-24-98	335	333
FRM-244	06-18-98	335	50
FRM-245	06-18-98	335	47
FRM-246	06-18-98	335	82
FRM-248	07-21-98	336	723
FRM-250	06-18-98	335	44
FRM-251	06-18-98	335	53
FRM-252	06-18-98	335	56
FRM-253	06-18-98	335	59

Index in the Northwest Quarter and the Northeast Quarter of Section 19, the Northwest Quarter and the Northeast Quarter of Section 20, the Northwest Quarter and the Northeast Quarter of Section 21, the Northwest Quarter and the Northeast Quarter of Section 22, the Northeast Quarter of Section 23, and the Northwest Quarter and the Northeast Quarter of Section 24, all such quarters being in Township 2 South, Range 7 West, DeSoto County, Mississippi.

Index in the Northwest Quarter and the Northeast Quarter of Section 19, the Northwest Quarter and the Northeast Quarter of Section 20, and the Northwest Quarter and the Northeast Quarter of Section 21, all such quarters being in Township 2 South, Range 6 West, DeSoto County, Mississippi.

There is excepted from this conveyance and retained and reserved by Entergy, such easement and right-of-way as Entergy may utilize for the location, construction, repair, maintenance, operation, replacement and removal of Entergy's existing electric power circuits and associated hardware, equipment and appliances, together with the right of access therefor and with the right to remove, or require removal of, brush, trees, structure or other hazards from said easement and right-of-way. This provision is subject to the Freeport-Miller Agreement in which Entergy and TVA agree to each maintain, operate, repair, and replace electric power circuits on TVA's structures on the easement and right-of-way and is subject to TVA's right to keep its facilities in the same location and configuration as initially constructed pursuant to said Agreement.

TVA agrees to be liable for any damage to growing crops and any direct physical damage caused to the land by its construction forces or by the construction forces of its agents, employees, and contractors in the erection and maintenance of said electric power circuit and agrees to defend and indemnify Entergy against any and all claims for the same.

It is the intent of this instrument, and it is understood by TVA, that Entergy is hereby granting a consent and license unto the United States of America, acting by and through TVA, to have TVA's electric power circuits along the same route and on the same land that Entergy uses for its electric power circuits. It is also understood by TVA

that this conveyance is "as is" and without warranty of title whatsoever, that it does not purport to grant more rights in said land than Entergy owns, and that Entergy makes no warranties of any kind whatsoever as to the validity or extent of the right herein conveyed for TVA's purposes and specifically makes no warranties as to the existence or non-existence of any hazardous or toxic waste or substances on said easement and right-of-way.

For and in consideration of the foregoing, TVA agrees to fully defend, indemnify and hold harmless Entergy and its affiliated and associated companies and any of its agents, officers, directors, shareholders, employees, successors and assigns from and against any and all claims, losses, costs, damages, expenses, including reasonable attorney fees and related costs, and liability by reason of TVA's use or occupancy on said land or right-of-way. This provision shall specifically include, but shall not be limited to, any claim alleging Entergy's grant herein has in any way made wrongful or inappropriate use of said land or right-of-way.

The Freeport-Miller Agreement grants each party the right to purchase the facilities of the other party in the event of no further use or a right of first refusal in the event of a transfer of ownership of such facilities to a third party and grants to Entergy a right to make attachments of its electrical and communications facilities to TVA's structures on said easement and right of way.

The right herein conveyed to the United States of America, acting by and through TVA, shall continue until such time as TVA ceases to use (due to causes other than force majeure as defined in Article 11 of the Freeport-Miller Agreement) its facilities as an electric power circuit on said easement and right-of-way for a continuous period of one (1) year.

This 5<sup>th</sup> day of April, 2001.

UNITED STATES OF AMERICA  
by Tennessee Valley Authority  
Its Legal Agent

and  
TENNESSEE VALLEY AUTHORITY

By: Samuel H. Lewis  
Title: Acting Manager  
Realty Asset Services

ENTERGY MISSISSIPPI, INC.

By: Charles A. Brown  
Title: Manager, Substation

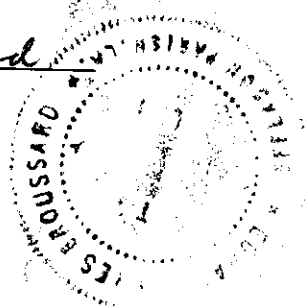
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STATE OF Louisiana )  
 PARISH ) SS  
 COUNTY OF Jefferson )

Personally appeared before me, the undersigned authority in and for the said ~~county~~ <sup>PARISH</sup> and state, on this 5<sup>th</sup> day of April, 2001, within my jurisdiction, the within named CHARLES A. BROWN, who acknowledged that he is MANAGER, SUBSTATION of Entergy Mississippi, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Edward J. Broussard  
 NOTARY PUBLIC

My commission expires: At Death

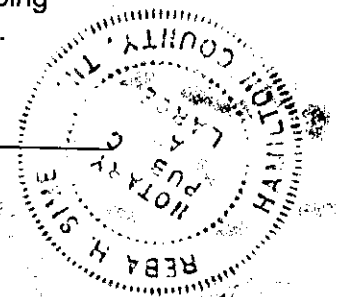


STATE OF TENNESSEE )  
 ) SS  
 COUNTY OF HAMILTON )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26<sup>th</sup> day of April, 2001, within my jurisdiction, the within named DANIEL H. FERRY, who acknowledged that he is Acting Manager, Realty Asset Services, of TENNESSEE VALLEY AUTHORITY, a corporate agency and instrumentality of the United States of America, organized and existing pursuant to the Tennessee Valley Authority Act of 1933, as amended, and that for and on behalf of the said corporation, in its individual capacity and in its capacity as legal agent of the United States of America, and as the act and deed of said corporation, for itself and as the legal agent of the United States of America, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Reba H. Sime  
 NOTARY PUBLIC

My commission expires: June 9, 2001



Grantor's Address: Entergy Mississippi, Inc.-Transmission Right-of-Way, P. O. Box 1640, Jackson, MS 39215-1640 Telephone: (601) 368-5000

Grantee's Address: Daniel H. Ferry, TVA Realty Asset Services, 1101 Market Street, CST 7A, Chattanooga, TN 37402-2801 Telephone: (423) 751-2127

This instrument prepared by: Grantor-Dempsey Ladner, Entergy Mississippi Inc., P.O. Box 1640, Jackson, MS 39215-1640 Telephone: (601) 969-2438